

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-11-054				3. EFFECTIVE DATE 11/02/2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OAR-11-02266	
5. ISSUED BY HPOD US Environmental Protection Agency Headquarters Procurement Operations Ariel Rios Building 1200 Pennsylvania Avenue, NW Washington DC 20460		CODE HPOD		6. ADMINISTERED BY (If other than Item 5) HPOD US Environmental Protection Agency Headquarters Procurement Operations Ariel Rios Building 1200 Pennsylvania Avenue, NW Washington DC 20460		CODE HPOD	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  RESEARCH TRIANGLE INSTITUTE PO BOX 12194 RESEARCH TRIANGLE PARK NC 277092194				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
CODE (b)(4)		FACILITY CODE		11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE RTP FMC	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
						15E. UNIT PRICE	
						15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$144,890,893.00	
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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SOL-DC-11-00003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Christopher Jensen			
19B. NAME OF CONTRACTOR (b)(4)		19C. DATE SIGNED 11/21/2011		20B. UNITED STATES OF AMERICA BY Christopher Jensen (Signature of the Contracting Officer)		20C. DATE SIGNED 11/21/2011	
BY (b)(4) Digitally signed by (b)(4) DN: (b)(4) email: (b)(4) Date: 2011.11.21 13:55:51 -0500 (signature or person authorized to sign)							

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## CONTINUATION SHEET

REFERENCE TO DOCUMENT BEING CONTINUED  
EP-W-11-054

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

RESEARCH TRIANGLE INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This contract incorporates the Organizational Conflict of Interest Plan and Subcontracting Plan included in the awardee's proposal dated March 17, 2011.  Max Expire Date: 09/30/2016 Accounting Info: 11-12-B-58F7-105A46CQ3-2505-1158FC1400-001 BFY: 11 EFY: 12 Fund: B Budget Org: 58F7 Program (PRC): 105A46CQ3 Budget (BOC): 2505 DCN - Line ID: 1158FC1400-001 FOB: Destination				
0001	Base Period Obligated Amount: \$10,000.00				24,132,551.00
0002	First Optional Period of Performance (Option Line Item) 10/01/2012				26,339,523.00
0003	Second Optional Period of Performance (Option Line Item) 10/01/2013				29,116,424.00
0004	Third Optional Period of Performance (Option Line Item) 10/01/2014				31,477,463.00
0005	Fourth Optional Period of Performance (Option Line Item) 10/01/2015  The obligated amount of award: \$10,000.00. The total for this award is shown in box 15G.				33,824,932.00

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## PART I – THE SCHEDULE

### Section A - Solicitation/Contract Form

### Section B - Supplies or Services/Prices

#### **1552.216-73 Fixed rates for services-indefinite delivery/indefinite quantity contract. (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

Labor Category	Base Fixed Rate	Option I Fixed Rate	Option II Fixed Rate	Option III Fixed Rate	Option IV Fixed Rate
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See Attachment 2, Fixed Rates for Services.

The rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(End of clause)

#### **52.231-110 Other Direct Costs**

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

*(To be established on each delivery order)*

(End of clause)

#### **52.216-140 Minimum and maximum amounts**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000. The amount of all orders shall not exceed \$ 24,132,551

(End of clause)

### Section C - Description/Specifications

#### **1552.211-79 Compliance with EPA Policies for Information Resources Management. (OCT 2000)**

#### **Notice Regarding Prohibited Contractor Activities on Environmental Protection Agency (EPA) Contracts (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.

2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

(End of clause)

#### **52.210-130 Incorporation of contractor's quality assurance (QA) plan**

The Contractor shall adhere to the procedures set forth in its QA plan dated 17 March 2011, which is incorporated by reference.

(End of clause)

#### **Statement of Work**

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

(End of clause)



#### **Section D - Packaging and Marking**

[For this solicitation, there are no clauses or provisions in this section]

#### **Section E - Inspection and Acceptance**

**52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)**

#### **Section F - Deliveries or Performance**

**52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)**

**1552.211-75 Working files. (APR 1984)**

**1552.211-77 Final reports. (APR 1984)**

**1552.211-78 Management consulting services. (APR 1985)**

**1552.223-71 EPA Green Meetings and Conferences. (MAY 2007)**

**1552.211-70 Reports of work. (OCT 2000)**

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment (*Required reports shall be defined in individual task orders*). Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

(End of clause)

**1552.211-72 Monthly progress report. (JUN 1996)**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on work plan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the work plan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the work plan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the Delivery instructions shall be provided on individual task orders. of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies Addressee

1 - Contracting Officer

1- Contracting Officer's Representative

1 - Task Order Project Officer

*(Further Delivery instructions shall be provided on individual task orders)*

(End of clause)

#### **Draft Products**

The Contractor shall submit all analyses, options, recommendations, reports and training materials required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's Representative (COR). The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor provided technical support under this contract and make the final decision on all contractor provided recommendations. The contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

(End of clause)

#### **Section G - Contract Administration Data**

**1552.232-73 Payments-fixed-rate services contract. (OCT 2000)**

**1552.245-70 Government Property (SEP 2009)**

**1552.216-72 Ordering-by designated ordering officers. (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

None

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

**1552.232-70 Submission of invoices. (JUN 1996) - Alternate I (JUN 1996)**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 18a on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract

financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(End of clause)

#### **Task Ordering Procedures**

The following procedures will be used by the Government to order work under this contract. The Contracting Officer may issue task orders by mail, facsimile, email, or by other selected commerce method. The Contractor will generally be allowed between seven (7) and fourteen (14) calendar days to prepare and submit the project plan and price proposal. However, more or less time may be necessary based on the requirements. The Contracting Officer will issue written requests to Contractors in accordance with the fair opportunity procedures outlined in FAR 16.505(b). The written request will include a statement of work, a Government estimated level of effort, submission due date, evaluation criteria, and other information deemed appropriate. The request will also include specific instructions for the submission of the project plan.

(End of clause)

#### **Section H - Special Contract Requirements**

1552.203-71 Display of EPA Office of Inspector General Hotline poster. (AUG 2000)



**1552.208-70 Printing. (DEC 2005)**

**1552.209-71 Organizational conflicts of interest – Alternate I. (MAY 1994)**

**1552.209-73 Notification of conflicts of interest regarding personnel. (MAY 1994)**

**1552.209-75 Annual certification. (MAY 1994)**

**1552.209-76 Contractor performance evaluations. (OCT 2002)**

**1552.227-76 Project employee confidentiality agreement. (MAY 1994)**

**1552.235-70 Screening business information for claims of confidentiality. (APR 1984)**

**1552.235-71 Treatment of confidential business information. (APR 1984)**

**1552.235-73 Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (Apr 1996). (APR 1996)**

**1552.235-76 Treatment of Confidential Business Information. (APR 1996)**

**1552.235-77 Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information. (DEC 1997)**

**1552.235-78 Data Security for Toxic Substances Control Act Confidential Business Information. (DEC 1997)**

**1552.235-79 Release of contractor confidential business information. (APR 1996)**

**1552.235-80 Access to confidential business information. (OCT 2000)**

**1552.237-75 Paperwork Reduction Act. (APR 1984)**

**1552.239-70 Rehabilitation act notice. (OCT 2000)**

**52.239-101 Contractor access to EPA computers**

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

*(Authorized personnel shall be identified and approved per EPA Policy on individual task orders)*

(End of clause)

**1552.217-76 Option to extend the effective period of the contract-indefinite delivery/indefinite quantity contract.**

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect the following new and separate amounts:

<u>Period</u>	<u>Minimum</u>	<u>Maximum</u>
Option I	\$10,000	\$26,339,523
Option II	\$10,000	\$29,116,424
Option III	\$10,000	\$31,477,463
Option IV	\$10,000	\$33,824,932

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option I	October 1, 2012	September 30, 2013
Option II	October 1, 2013	September 30, 2014
Option III	October 1, 2014	September 30, 2015
Option IV	October 1, 2015	September 30, 2016

(End of clause)

**1552.219-73 Small Disadvantaged Business Targets. (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

<u>NAICS industry subsector(s)</u>	<u>Dollars</u>	<u>Percentage</u>
541620	(b)(4)	%

Total Prime Contractor Targets (including joint venture partners and team members)

Total Subcontractor Targets

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or sub factor (continue on separate sheet if more space is needed):

- (1) (b)(4)
- (2)
- (3)

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

(End of provision)

**1552.237-72 Key personnel. (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

(b)(4)



(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### **Task Order Conflict of Interest Certification**

Within 20 days of receipt of the task order or similar tasking document, the Contractor shall provide a conflict of interest certification. Where task orders or similar tasking documents are issued under this contract for work on or directly related to a source category, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that source category. For all subsequent work on that source category under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order or relating to this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other related work.

(End of clause)

### **Limitation of Future Contracting**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The following applies when work is performed under an awarded task order: Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the contractor, during the life of the task order, agrees not to enter into any contract with or to represent any entity, other than EPA, that would create an organizational conflict of interest with the activities of that task order. Entities identified as having a high probability for organizational conflict of interest with a significant portion of the tasks under this contract are those that: (1) owns, operates, or has a significant financial interest in or business relationship with a direct greenhouse gas emitter, fossil fuel supplier, and industrial gas supplier regulated under the Greenhouse Gas Reporting Rule, (2) owns, operates, has a significant financial interest in or business relationship with a company that builds, repairs, inspects, markets, and/or supplies parts for gas monitoring equipment, such as Continuous Emission Monitoring Systems for power plants, (3) has a significant financial interest in a product, in the market or under development, designed to monitor or reduce GHG emissions in a source category, (4) has a business relationship with a company engaged in or intending to engage in the development or marketing of a product designed to monitor or reduce GHG emissions in a source category, (5) provides services to a company to prepare their annual GHG report to EPA, (6) manages directly or on behalf of the Government stationary combustion sources that meet or exceed the reporting threshold (see 40 CFR Part 98), (7) has a significant financial interest in a source category listed in the Appendix of the Statement of Work.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a

review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

## **PART II - CONTRACT CLAUSES**

### **Section I - Contract Clauses**

**52.202-1 Definitions. (JUL 2004)**

**52.203-3 Gratuities. (APR 1984)**

**52.203-5 Covenant Against Contingent Fees. (APR 1984)**

**52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**

**52.203-7 Anti-Kickback Procedures. (OCT 2010)**

**52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)**

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)**

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**

**52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)**

**52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**

**52.204-7 Central Contractor Registration. (APR 2008)**

**52.204-10 Reporting Subcontract Awards. (SEP 2007)**

**52.204-11 American Recovery and Reinvestment Act--Reporting Requirements. (JUL 2010)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**

**52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**

**52.215-2 Audit and Records - Negotiation. (OCT 2010)**

**52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (OCT 2010)**

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (OCT 2010)**

**52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)**

**52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)**



52.215-14 Integrity of Unit Prices. (OCT 2010)

52.215-19 Notification of Ownership Changes. (OCT 1997)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)

52.219-8 Utilization of Small Business Concerns. (MAY 2004)

52.219-9 Small Business Subcontracting Plan. (OCT 2010) - Alternate II (OCT 2001)

52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting. (Dec 2010)

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-3 Convict Labor. (JUN 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-29 Notification of Visa Denial. (JUN 2003)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)

52.222-41 Service Contract Act of 1965. (NOV 2007)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (JAN 2009)

52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-10 Waste Reduction Program. (AUG 2000)

52.223-12 Refrigeration Equipment and Air Conditioners. (MAY 1995)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (DEC 2007)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.

(MAY 2008)

52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)

52.227-1 Authorization and Consent. (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

52.227-3 Patent Indemnity. (APR 1984)

52.227-14 Rights in Data--General. (DEC 2007)

52.227-16 Additional Data Requirements. (JUN 1987)

52.227-17 Rights in Data--Special Works. (DEC 2007)

52.227-19 Commercial Computer Software License. (DEC 2007)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-9 Limitation on Withholding of Payments. (APR 1984)

52.232-17 Interest. (OCT 2010)

52.232-20 Limitation of Cost. (APR 1984)

52.232-22 Limitation of Funds. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.232-36 Payment by Third Party. (FEB 2010)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.237-3 Continuity of Services. (JAN 1991)

52.239-1 Privacy or Security Safeguards. (AUG 1996)

52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

52.242-3 Penalties for Unallowable Costs. (MAY 2001)

52.242-4 Certification of Final Indirect Costs. (JAN 1997)

52.242-13 Bankruptcy. (JUL 1995)

52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

52.244-2 Subcontracts. (OCT 2010)

52.244-5 Competition in Subcontracting. (DEC 1996)

52.245-1 Government Property. (AUG 2010)

52.245-9 Use and Charges. (AUG 2010)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (FEB 2006)

52.249-6 Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)

52.249-14 Excusable Delays. (APR 1984)

52.253-1 Computer Generated Forms. (JAN 1991)

1552.211-79 Compliance with EPA Policies for Information Resources Management. (OCT 2000)

1552.211-80 Data standards for the transmission of laboratory measurement results. (OCT 2000)

1552.215-73 General financial and organizational information. (AUG 1999)

1552.219-74 Small disadvantaged business participation evaluation factor. (OCT 2000)

1552.235-75 Access to Toxic Substances Control Act Confidential Business Information (Apr 1996). (APR 1996)

1552.239-103 Acquisition of Energy Star Compliant Microcomputers, Including Personal Computers, Monitors and Printers. (APR 1996)

1552.242-70 Indirect costs.

52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in

common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from <http://www.epa.gov/oigearth/hotline.htm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

#### **52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract effective date through the contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **52.216-19 Order Limitations. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$10,000,000;

(2) Any order for a combination of items in excess of \$25,000,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 180 days beyond the expiration date of the contract.

(End of clause)

**52.217-8 Option to Extend Services. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

**52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages (no pages identified), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the



technical data contained in the proposal dated 17 March 2010, upon which this contract is based.

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

**52.252-6 Authorized Deviations in Clauses. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**1552.237-70 Contract publication review procedures. (APR 1984)**

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for

publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

**1552.237-71 Technical direction. (AUG 2009)**

**(a) Definitions.**

*Contracting officer technical representative (COTR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task order*, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

#### **1552.237-76 Government-Contractor Relations. (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

### **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **Section J - List of Documents, Exhibits and Other Attachments**

##### **List of Attachments**

<u>Number</u>	<u>Attachment Title</u>
1	Statement of Work
2	Fixed Rates for Services

(End of clause)

**Attachment 1: Statement of Work**



STATEMENT OF WORK  
Support for the Climate Change Division Greenhouse Gas Reporting Program

1.0 Scope of Work

The purpose of this procurement is to provide technical and engineering, regulatory development, outreach/communications, data systems and IT, and data publications support to the Climate Change Division (CCD) within the Office of Atmospheric Programs, U.S. Environmental Protection Agency (EPA). The work to be performed under this statement of work corresponds with the task/functional areas listed below.

- A. Technical and Engineering Analyses Support
- B. Data Systems and Information Technology Support
- C. Data Analytics and Publications Support
- D. Regulatory Program and Guidance Development Support
- E. Outreach, Communications, and Training Support

2.0 Background

The Climate Change Division (CCD) is charged with assessing and addressing global climate change, climate policies, and the associated risks to human health and the environment. The Program Integration Branch (PIB) within CCD is responsible for a variety of greenhouse gas (GHG) analytical and policy activities. Specifically, PIB is responsible for the implementation of 40 CFR Part 98 of the Mandatory Reporting of Greenhouse Gases Rule, referred to as the Greenhouse Gas Reporting Program (GHGRP).

Part 98 requires annual reporting of the GHG emissions that are 25,000 mtCO<sub>2</sub>e or more per year from certain facilities or suppliers of certain products that would result in GHG emissions if released, combusted or oxidized. Part 98 establishes appropriate thresholds, and methods to be used to calculate GHGs for specific subparts and includes provisions to ensure the accuracy of GHG data through monitoring, recordkeeping and verification requirements. Currently, over forty source categories are included in Part 98. The first reports for the subparts that monitored data starting January 1, 2010 are due on March 31, 2011.

In 2010, EPA amended Part 98 with a set of technical corrections and revisions that impacted multiple subparts of the rule. Other activities in 2010 included additional requirements for reporters such as NAICS codes, corporate parent information, and co-generation information as well as proposed treatment of confidential business information.

3.0 Task Descriptions

This Scope of Work (SOW) is primarily intended to support 40 CFR Part 98 and implementation of the GHGRP including, but not limited to the following: (1) technical and engineering support primarily for verification, (2) data system management; (3) analysis and publication of data; (4) rulemaking and maintenance of the GHGRP, and (5) outreach and communications.

A. Technical and Engineering Analyses Support

The Contractor shall conduct technical and engineering analyses, and support to implement Part 98 for the source categories listed in Table A of the Appendix. New source categories may be added in the future. In particular, the contractor shall perform technical analysis and support for major groupings of industries (e.g., metals, minerals, waste, oil and natural gas, and petroleum/petrochemical) as well support technical activities such as data verification, auditing, and data analysis utilizing expertise in monitoring equipment

and procedures. The major work areas are listed below. The contractor shall:

1. Perform technical reviews of the following information submitted to EPA for completeness, accuracy, and compliance with applicable regulations:
  - Emissions data and all associated data and information reported to EPA pursuant to the GHGRP, as well as any other data that could be used to analyze, evaluate, interpret and/or verify emissions data.
  - Records supporting emissions data which could include but is not limited to monitoring plans, QA/QC plans, calibration records, fields logs, company records, and calculations.
  - Other data sets that could be used to analyze, evaluate, interpret and/or verify emissions data, such as the U.S. National GHG Emissions Inventory, Energy Information Administration (EIA) data, and/or state data.
2. Provide technical support for verification for all of the source categories in the GHGRP. The support includes but is not limited to:
  - Analyzing options for conducting verification of data using expertise in both industrial processes and statistics;
  - Comparing results with states/regional programs requiring third party verification;
  - Analyzing options for using outside data sets to verify GHGRP data;
  - Developing verification algorithms that will be conducted on each facility report by the data reporting system;
  - Developing statistical approaches to be used across source categories to verify data and identify potential errors;
  - Preparing scatter charts and other visual displays comparing key parameters (e.g., production versus emissions) for all of the facilities within a subpart;
  - Designing and/or maintaining statistical analysis software tool used to verify data;
  - Providing support for identifying potential errors and determining whether reporting errors exists;
  - Developing verification protocols;
  - Identifying potential compliance and enforcement issues.
3. Review and evaluate existing data reporting requirements relevant to source categories including: evaluating the scope of affected sources including, but not limited to, the level of reporting (unit/facility), the number of reporters, data reported (e.g., fuels, emissions data, operating parameters); evaluating the frequency of reporting; analyzing monitoring methods required for various data elements; analyzing requirements for calculating emissions from missing data, if applicable; analyzing QA/QC requirements; evaluating the availability of relevant public information; and analyzing verification and certification procedures.
4. Review and evaluate existing and new monitoring methods including reviewing state-level data as appropriate for any relevant updates and consider gaps and means to address any gaps.
5. Develop issue papers on specific topics associated with implementation such as new source categories, "facility" definitions; thresholds for reporting, monitoring equipment currently used (e.g., current and near future technologies, costs) and calibration requirements, data management and improvements; verification; recordkeeping and reporting; cross-walking of data (e.g., incorporation of GHG reporting rule data or methods into U.S. GHG Inventory report).
6. Prepare technical briefings.
7. Prepare responses to technical questions on source categories such as on equipment, instrument calibration, calculation methods, monitoring methods, data ranges, and verification procedures.
8. Provide quick turn-around on projects and provide in-depth analyses, on an as-needed basis.
9. Evaluate alternative methods that could be used in lieu of continuous emission monitors (CEMs) for monitoring emissions from affected units, and/or procedures for substituting missing data using parametric and statistical approaches.
10. Evaluate alternative means and methods for inputs to emission equations for sensitive data.
11. Perform field tests and studies, including: assessing the appropriateness and effectiveness of continuous emission monitoring systems or other emissions quantification techniques for measuring or quantifying parameters such as GHGs; examining new reference methods or systems for use with continuous emission monitoring or

other tiers used in the GHGRP; assessing the quality of calibration standards (including cylinder gas standards and calibration gas generators) used to quality assure data collected by measurement methods and monitoring systems; developing emission factors for large stationary sources including power boilers and industrial boilers and for emissions including GHGs.

12. Support development of written, automated, and multimedia training tools for electronic and field audit training activities.
13. Support selected field audits or provide technical data in support of EPA regional offices.
14. Perform engineering and cost studies and analyze performance test data on emission monitoring alternatives that could be used to measure various GHGs for source categories included or proposed in the GHGRP.
15. Evaluate GHG data for policy options including for example, offsets options, carbon trading or other future legislation, regulatory options and voluntary programs, or cross-walking of the GHGRP with the US Inventory of GHG Emissions Report.

#### B. Data Systems and Information Technology Support

The electronic greenhouse gas data system, commonly referred to as e-GGRT, will be operated and maintained by EPA and will support the on-going annual reporting of GHG emissions. Facilities and suppliers will report GHG data and relevant information directly to EPA via a web-based reporting tool. EPA will maintain an open source code for the reporting community. The data system is housed at EPA. The contractor shall perform activities in support of the development of this data system, gathering data requirements and other information for source categories, and designing the system architecture and database. EPA created a data system with sufficient flexibility to handle future new requirements through configuration, e.g., increased frequency of reporting or increased depth of reporting for specific source categories, where feasible. The database contains Confidential Business Information (CBI). The contractor will be required to manage CBI, personally identifiable information, and comply with relevant information security guidelines, practices, and procedures. This is expected to be an area of major emphasis and will interface closely with all the other Task Areas. The activities supporting the Data System are listed below. The contractor shall:

1. Incorporate additional source categories into the data system as they are finalized.
2. Provide data system and rule-related analysis and technical support as the system is developed and after it is deployed.
3. Customize the data base and schema for states' needs.
4. Coordinate with other EPA reporting programs and databases such as the Central Data Exchange (CDX), the Facility Registry System (FRS), Clean Air Markets Division Business System (CBS), and others.
5. Conduct standard maintenance and enhancement of the data base. Coordinate with the National Computing Center (NCC) to deploy updates to the system.
6. Analyze and develop a reasonable range of emissions for source categories; prepare statistical tests to determine areas for reporting errors.
7. Coordinate with outreach activities to provide training on all elements/modules of the reporting tool.
8. Prepare user guides, training material, help content, frequently asked questions, and other documents to assist data system users.
9. Provide technical help-desk assistance to assist reporters with problems including passwords, data entry, ID proofing, and address technical questions.
10. Implement security controls to manage Confidential Business Information (CBI) and other risks for the data system.
11. Maintain and update system documentation, including a System Security Plan
12. Prepare and design reports for publication of emissions activity (for example by geographic areas, by sector types, by gas, by size of facility output, intensity, etc.). Prepare Extract, Translate, and Load (ETL) scripts to scrutinize/redact Confidential Business Information (CBI) data before publishing, and transform the data into a structure more amenable to publication and search.
13. Provide support for statistical analysis software tool used to verify data as it is developed and once it is deployed; design user-friendly interface for conducting tests and analyzing data outputs;

conduct standard maintenance and enhancement of statistical software tool.

14. Develop the production data system incorporating COTS or open-source tools as needed, include but not limited to, programming the production data system application, web services, database schema and procedures, extensions and supporting applications for administration and help; providing unit, system and load testing for the data system staging and production; providing a means of tracking issues and resolution in development and production; and publishing the results through the Exchange Network and EPA web site(s).

#### C. Data Analytics and Publications Support

The Agency has committed to making the data available to the public as quickly as possible both in raw and verified versions. It is expected that publications on GHG emissions will be generated internally as well as by outside groups. The Agency desires to make information accessible through dashboards, and other state-of-the-art electronic means. This is expected to be an area of major emphasis. The contractor will be expected to work closely with GHG reporting rule technical and data system teams, both internal to EPA and external to EPA, in conjunction with work being conducted under other task areas in the SOW. The contractor shall:

1. Analyze data in all of the source categories in the GHGRP listed in Table A in the Appendix to identify potential reporting errors; conduct verification tests using statistical software; provide support for implementing verification protocols to determine if data reporting error has occurred.
2. Perform queries of data set and develop tables, charts, graphs, and summary text that describe different aspects of the data. Conduct analysis and identify trends, possible data gaps, and other features. Present summaries of findings in memos, reports, or other formats. Queries may focus on the entire data set or may highlight a particular subset of data.
3. Identify and research theories, principles, practices, and state-of-the-art approaches for data presentation and display that can be used to manage and present large quantities of data.
4. Research and analyze web-based data publication tools and other presentations of data sets. Identify useful templates and features that can be used to present data.
5. Identify principles, topics, and questions relevant to various stakeholders interested in the data. Develop questions, designs, wireframes or other material for soliciting comments from stakeholders regarding needs, uses, and preferences for data presentation and publication.
6. Research and identify approaches to aggregating CBI data for presentation or publication that would not reveal sensitive information.
7. Present design option for displaying greenhouse gas data. Design options may include dynamic features such as search and filter criteria that would allow users to develop specific searches. The design options may also include mapping and/or dashboard components.
8. Develop, enhance, and/or maintain any EPA data publication tools or instruments. Perform updates of these tools, including updating the data publication tool using electronic file extracts (e.g., XML files) from the data system; develop a Data Publication Engine to extract information from the reporting database and apply summary routines or other transformations such as Envirofacts.

#### D. Regulatory Program and Guidance Development Support

The contractor shall assist in regulatory program and guidance development support for the source categories listed in Table A in the Appendix, and other new source categories, or future rulemaking activities. In support of this effort, the contractor shall:

1. Provide technical and administrative support for regulatory development of the rule and future GHG policies.
2. Determine the impact of new and revised program rules on existing program activities and associated computerized data systems.
3. Conduct all relevant technical and economic analysis in order to support regulatory efforts.
4. Draft and finalize program electronic reporting formats and instructions.



5. Develop, categorize, and organize materials for rulemaking dockets.
6. Consolidate, organize, and research responses to public comments received on rulemakings.
7. Provide technical support and administrative support for developing an inventory of facilities for other emission source categories.
8. Perform analysis and draft text to meet regulatory requirements in supporting CCD regulatory efforts.
9. Develop and assess policy options including legislation, regulatory actions and voluntary programs based on reported GHG data including developing options and assess impacts for specific source categories, and evaluating costs and benefits of alternative options.

#### E. Outreach, Communications and Training Support

The contractor shall provide outreach and communications support to educate and implement the rule. Electronic media and state-of the-art technologies shall be utilized where practical and feasible. The specific task areas are outlined below. The contractor shall:

1. Prepare Information and Educational Materials: Develop informational brochures CDs, videos/DVDs, educational programs, plain language guides; guidance documents, kits and other tools for formal and informal learning as well as other materials for dissemination to the public at large or specific technical/education-oriented groups (for example: brochures, posters, program documents, program logos, folders, labels, postcards, slides, photographs, newsletters, articles, annual reports on programs, outreach presentations, banners, displays, booths and kiosks, maps, billboards, placards, briefings, and charts.)
2. Develop training materials to support training efforts including meeting agenda; slides and handouts for webinars and other meetings; prepare scripts and recordings for on-line training programs; prepare support documents to help evaluate understanding and comprehension of training materials and audio/video recording of training materials.
3. Organize and conduct workshops as needed on specific topics to share technical information and experiences related to the GHGRP. Elements of this activity include development of an agenda, identification of appropriate speakers /presenters, preparation and delivery of presentations, and logistical details.
4. Organize and conduct training sessions such as webinars or on-line training for key audiences that can be accessed electronically. Elements of this activity include development of an itinerary/agenda, scripts/talking points, voice-over talent, identification of appropriate persons to conduct the training, preparation and delivery of the training, and logistical details.
5. Identify and communicate with reporters on special topics and issues such as methods, data systems, or verification needs. Prepare and produce publication reports on GHGRP data starting in 2011 (cross-cutting work with Task B and C).
6. Provide technical, engineering as well as logistical and staffing support for existing GHGRP hotline assistance program for the reporting community. This support will require an in-depth understanding of Part 98. This work may be conducted in conjunction with or independent of the data system support. Prepare responses; assist in technical/legal review of responses; track responses, analyze questions for efficient response; and support query of database of questions. Under no circumstances will the contractor perform legal services under this contract without the advance written approval of the Officer of General Counsel.
7. Prepare Graphics and Audio-Visuals: Develop graphics and audio-visual materials for briefings, meetings, workshops, and public presentations, and for general information dissemination. These activities include drafting of figures, composition and production slides, posters, charts, or computer briefing programs with animation, and translation. Provide quick-response (i.e., 24 hours) capability for multiple revisions as required.
8. Prepare electronic functions such as Bulletin Boards, RSS feeds, widgets, web pages and internet systems for information dissemination, following all Agency guidelines. Provide computer design and programming, development of various enhancements including links to other similar materials, e-mail links, logos, document download capabilities, frequent updates to keep material current, assessment and implementation of innovative approaches to using the internet and/or similar systems.

9. Develop CD-ROM or other interactive computer systems to convey key general or technical information about program areas covered in the SOW.
10. Develop videotapes/DVDs for the general public and educators or more technical audiences on programs and/or technologies covered in the SOW. These activities include concept development, scripting, preparation of story boards, filming and editing, and other activities necessary to prepare and distribute high-quality video products.
11. Develop high-quality journal articles or other public materials and advertisements suitable for placement in EPA documents, conference proceedings, trade journals, or other similar materials. Create, design, lay-out, and produce various materials.
12. Provide posters, computer demonstrations, or other materials for display in booths or on tables at trade shows for the program areas covered in the SOW. Provide concept development, booth or table layout design, development of professional posters, computer demonstrations, automatic slide shows, and other related materials as part of the booth or table, and preparation of booths or tables suitable for installation in exhibition areas at conferences or other public gatherings.
13. Edit, lay-out, prepare graphics, obtain reviewer comments, and undertake all other activities necessary to convert a draft report into a "camera-ready" or electronic document ready to be sent to a printer or distributed electronically. This task does not include printing.
14. Provide quick turn-around and in-depth analyses, on an as-needed basis, respond to public inquiries by conducting research on government and industry policy, statistics, business practice, industry, market and government trends and other topics pertaining to GHGRP. This assistance may include developing outreach materials communicating the results of these analyses in the form of reports, technical documentation, and other written materials. As appropriate, this assistance may entail quick response or it may involve more detailed research and analyses.
15. Provide a full range of logistical services. Collect and disseminate information to events including expert meetings, workgroup meetings, conferences, colloquia, workshops, training programs, outreach meetings, webinars and other means of public contact. Identify and retain appropriate participants, facilitators, speakers, translators, transcription services and logistical assistants; provide food in accordance with Federal law; secure meeting and conferences facilities including supporting equipment, support registration activities; and produce agendas, records, and proceedings. Develop agendas in conjunction with the EPA. Prepare mailing lists, announcements, and draft press releases to notify potential attendees of scheduled meetings and or conferences.



## Appendix

Table A. Source Categories Finalized as of 1/1/11

- General Stationary Fuel Combustion Sources
- Electricity Generation
- Adipic Acid Production
- Aluminum Production
- Ammonia Manufacturing
- Cement Production
- Electronics Manufacturing
- Ferroalloy Production
- Fluorinated GHG production
- Glass Production
- HCFC-22 Production and HFC-23 Destruction
- Hydrogen Production
- Iron and Steel Production
- Lead Production
- Lime Manufacturing
- Magnesium production
- Miscellaneous Uses of Carbonates
- Nitric Acid Production
- Petroleum and Natural Gas Systems
- Petrochemical Production
- Petroleum Refineries
- Phosphoric Acid Production
- Pulp and Paper Production
- Silicon Carbide Production
- Soda Ash Manufacturing
- Sulfur Hexafluoride from Electrical Equipment
- Titanium Dioxide Production
- Underground Coal Mines
- Zinc Production
- Municipal Solid Waste Landfills
- Wastewater Treatment
- Suppliers of Coal-based Liquid Fuels
- Suppliers of Petroleum Products
- Suppliers of Natural Gas and Natural Gas Liquids
- Suppliers of Industrial GHGs
- Suppliers of Carbon Dioxide (CO<sub>2</sub>)
- Imports and Exports of Equipment Pre-Charged with Fluorinated GHGs or Containing Fluorinated GHGs in Closed-cell Foams
- Geologic Sequestration of CO<sub>2</sub>
- Manufacture of Electric Transmission and Distribution Equipment
- Industrial Waste Landfills
- Underground Injection of CO<sub>2</sub>
- Manure Management (will not be implemented due to a Congressional restriction)

## **Attachment to Work Statement**

### **Agency Personal Verification Procedures for Contractor Personnel (October 2006)**

**Background:** Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA's master plan for implementing HSPD-12.

#### **a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)**

##### **Contractor Employees Requiring Access to EPA facilities or EPA Information**

**Systems for at Least 24 Hours a Week for at Least 6 Months:** All individual contractor employees whose work under the contract requires on-site access to an EPA controlled facility or logical access to an EPA information system for at least 24 hours a week for at least 6 months a year, will be required to undergo a background investigation in order to receive an EPA Personnel Access and Security System (EPASS) badge.

To begin the PIV process, the contractor should submit to the Contracting Officer Representative (COR) within ten (10) days of contract award or contract modification with this Attachment to Work Statement "Agency Personal Verification Procedures for Contractor Personnel," the following information in electronic format via secure means using the HSPD-12 Contractor Template found at <http://epa.gov/oam/>. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Name, address, and phone number of the Contractor Program Manager point of contact;
- Name, date of birth, place of birth (city, state, country), and Social Security Number for all contractor employees identified above. (NOTE: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see <http://www.epa.gov/privacy/>);
- Employee Type, Position, Email address, Program Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management's (OPM's) Electronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at <http://www.opm.gov/e-qip/reference.asp>. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the OPM background investigation, the Office of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in person, as directed by the contract-level COR, contractor employees must provide two forms of original identity source documents from the lists on Form I-9, OMB No.1615-0047, Employment Eligibility Verification (available at <http://www.formi9.com/i-9.pdf>). At least one document shall be a valid State or Federal Government-issued picture identification.

**Contractor Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months:** These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

**Foreign National Contractor Employees:** To be eligible to work on-site at an EPA controlled facility or to access EPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa or a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the "Continuation Space" on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A on Form I-9.

When determining a foreign national contractor employee's eligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual's country of origin. These considerations are in addition to the "red flag" issues listed below.

**Screening of the SF 85P:** Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Contractors will only be notified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment - Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P);
- Selective Service - Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records - Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 85P);
- Illegal Drugs - Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF 85P).

**b) Returning Badges**

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor on-site services are no longer required, or when an individual contractor employee leaves.

**c) Subcontracts**

These requirements must be incorporated into all subcontracts wherein employees' work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

**d) Appeals**

Contractors have the right to appeal, in writing to the COR, a determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protection Agency  
 Personnel Security Branch (Mail Code 3206M)  
 1200 Pennsylvania Avenue, NW  
 Washington, DC 20460

PSB's decision on behalf of the Agency will be final and not subject to further appeal.

**e) Definitions**

- "EPA Information System" means an information system [44 U.S.C. 3502(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- "EPA Controlled Facilities" means:
  - o EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
  - o EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only;
  - o Government-owned contractor-operated facilities, including laboratories;
  - o The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department or agency.
- "Foreign National" means an individual who is not a United States citizen.

**Attachment 2: Fixed Rates for Services**